

MG01

Particulars of a mortgage or charge

132821/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company To do this, please
form MG01s

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01/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 3 4 1 2 2 9 0

Company name in full HMV GROUP PLC (the "Chargor" or "Company")

28 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 3 0 0 6 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Security Agreement (the "Security Agreement") dated 30 June 2011 between
HMV Group plc, HMV Music Limited, HMV (IP) Limited, HMV UK Limited
(together, the "Chargors"), The Royal Bank of Scotland Plc as the
facility agent (the "Facility Agent") and as the security trustee (the
"Security Trustee" (which expression includes its successors in title,
permitted assignees and permitted transferees)) for the benefit of the
Secured Parties

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 4 15 All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Chargor to any Secured Party
under each Finance Document, Transaction Document
and Pension Document to which such Chargor is a
party and in relation to the Scheme, the Scheme's
schedule of contributions and recovery plan
agreed in accordance with sections 221 to 233
(inclusive) of the Pensions Act 2004, subject in
the case of Secured Liabilities owed by the
Chargors to HMV Group Pension Trustees Limited
only, to the Security Cap (the "Secured
Liabilities")

Please see Note (1) of the continuation pages for
definitions (to the extent not already defined)

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland Plc as Security Trustee		
Address	36 St Andrew Square		
	Edinburgh		
Postcode	E H 2 2 Y B		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation pages		

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X LINKLATERS LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rachel Huang

Company name Linklaters LLP

Address One Silk Street
~~Please return to the Registrar of Companies~~
~~by 10.30am on Monday 10th October~~
~~by 10.30am on Monday 10th October~~

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Short particulars of all the property mortgaged or charged

Continuation page (1)

HMV GROUP PLC (Company Number 03412290)

1. General

1 1 All the security created under the Security Agreement

- (A) is created in favour of the Security Trustee,
- (B) is created over present and future assets of each Chargor, and
- (C) is security for the payment of all the Secured Liabilities

1 2 The Security Trustee holds the benefit of the Security Agreement on trust for the Secured Parties to the extent of the Secured Liabilities (if any) owed by the Chargors to each Secured Party

2. Land

2 1 Each Chargor charges

- (A) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it specified in Schedule 2 (*Security Assets*) of the Security Agreement under its name under the heading "Real Property" as set out in Note (2), and
- (B) (to the extent that they are not the subject of a mortgage under sub-paragraph 2 1(A) above) by way of first fixed equitable charge all estates or interests in any freehold or leasehold property and agrees to execute a legal mortgage of such property in favour of the Security Trustee in such form as the Security Trustee may reasonably require

2 2 A reference in this paragraph to a mortgage or charge of any freehold or leasehold property includes

- (A) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (B) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

3. Insurances

Each Chargor assigns by way of security all of its rights in respect of any of the contracts or policies of insurance taken out by it or on its behalf or in which it has an interest specified in Schedule 2 (*Security Assets*) of the Security Agreement under its name under the heading "Insurances" as set out in Note (2)

4 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of

- (A) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (*Security Assets*) in the Security Agreement under its name under the heading "Specific Intellectual Property Rights" as set out in Note (2),

Short particulars of all the property mortgaged or charged

Continuation page (2)

HMV GROUP PLC (Company Number 03412290)

(B) any copyright or other intellectual property monopoly right, or

(C) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

5. Investments

5.1 Each Chargor charges by way of a first legal mortgage all shares in each of the Subsidiaries listed against its name in Part 4 of Schedule 2 in the Security Agreement owned by it or held by any nominee on its behalf as set out in Note (2)

5.2 A reference in this paragraph to a mortgage or charge of any stock, share, debenture, bond or other security includes

(A) any dividend or interest paid or payable in relation to it, and

(B) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

6. Floating charge

Each Chargor charges by way of a first floating charge

(A) all its assets (other than those situated in Scotland) not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment as described in paragraphs 2 (*Land*) to 5 (*Investments*) inclusive above, and

(B) without exception, the whole of its undertaking and assets present and future insofar as they are situated in Scotland or otherwise governed by or subject to Scots law

Note (1): In this Form, except to the extent that the context requires otherwise

"Accession Agreement" means a letter agreement, substantially in the form of schedule 9 (Form of Accession Agreement) of the Credit Agreement

"Administrative Party" means the Security Trustee or the Facility Agent

"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 6 June 2011 on the terms of which the Credit Agreement has been amended and restated

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*) of the Credit Agreement

"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with Clause 6 (*Ancillary Facilities*) of the Credit Agreement

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HMV GROUP PLC (Company Number 03412290)

"Borrower" means the Company or a member of the Group which becomes a Borrower after the date of the Credit Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 6.8 (*Affiliates of Borrowers*) of the Credit Agreement

"Credit Agreement" means the credit agreement dated 23 March 2005 between (among others) HMV Group plc (as borrower), the Chargors and the Facility Agent

"Effective Date" means the date upon which the Credit Agreement was amended and restated in accordance with the terms of the Amendment and Restatement Agreement being 30 June 2011

"EMI" means EMI Group plc

"EMI Guarantor" means any of EMI and its subsidiaries from time to time which has any actual or contingent liability under one or more of the guarantees and/or indemnities listed in the Transaction Document

"Existing Irish Security Agreement" means the existing security agreement between among others HMV Ireland Limited and The Royal Bank of Scotland plc as Security Trustee dated 24 October 2007

"Existing Security Agreement" means the existing security agreement originally dated 31 March 2005 between, amongst others, the Company and the Security Trustee as amended from time to time up to the Effective Date

"Fee Letters" means the letters entered into by reference to the Credit Agreement between any or all of the Finance Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement, or the Amendment and Restatement Agreement and "Fee Letter" means any one of them

"Finance Document" means

- (A) the Credit Agreement,
- (B) the Amendment and Restatement Agreement,
- (C) a Fee Letter,
- (D) the Intercreditor Agreement,
- (E) the Intercreditor Amendment and Restatement Agreement
- (F) an Intercreditor Accession Agreement,
- (G) an Accession Agreement,
- (H) a Resignation Request,
- (I) a Security Document,
- (J) any Ancillary Documents,

Short particulars of all the property mortgaged or charged

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HMV GROUP PLC (Company Number 03412290)

(K) the Warrant Instrument,

(L) the Warrants, or

(M) any other document designated as such by the Facility Agent and the Company

"Finance Party" means a Lender, an Administrative Party or an Ancillary Lender

"Group" means the Company and its Subsidiaries for the time being

"Guarantor" means an Original Guarantor or any member of the Group which becomes a Guarantor after the date of the Credit Agreement

"Guernsey Bank Account Security Agreement" means the security agreement dated 30 June 2011 between HMV Guernsey Limited and The Royal Bank of Scotland plc as Security Trustee

"Guernsey Share Security Agreement" means the security agreement dated 30 June 2011 between HMV Music Limited, HMV Group plc and The Royal Bank of Scotland plc as Security Trustee

"HMV Ireland Share Security Agreement" means the share security agreement dated 30 June 2011 between Rustico Holdings Limited and The Royal Bank of Scotland plc as Security Trustee

"Holding Company" of any other person, means a company in respect of which that other person is a Subsidiary

"Intercreditor Accession Agreement" means a letter agreement, substantially in the form of schedule 2 to the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement originally dated 23 March 2005 between, amongst others, HMV Group plc, EMI and the Security Trustee as amended and restated on 6 June 2011

"Intercreditor Amendment and Restatement Agreement" means the amendment and restatement agreement dated 6 June 2011 in respect of the Intercreditor Agreement between, amongst others, the Company, the Pension Trustee and the Security Trustee

"Lender" means

(A) an Original Lender as defined in the Credit Agreement, or

(B) any person which becomes a Lender after the date of the Credit Agreement in accordance with Clause 2.2 (*Increase*) or Clause 30.2 (*Assignments and transfers by Lenders*) of the Credit Agreement

"New Irish Security Agreement" means the security agreement dated 30 June 2011 between HMV Ireland Limited and The Royal Bank of Scotland plc as Security Trustee

"Obligor" means a Borrower or a Guarantor

"Original Guarantor" means together the Company, HMV Music Limited, HMV (IP) Limited, HMV UK Limited, HMV Guernsey Limited and HMV Ireland Limited

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HMV GROUP PLC (Company Number 03412290)

"Pension Document" means the Trust Deed and the Rules

"Pension Trustee" means HMV Group Pension Trustees Limited, a company incorporated in England and Wales with registered number 03574889

"Resignation Request" means a letter substantially in the form of schedule 11 (*Form of Resignation Request*) of the Credit Agreement

"Rules" means the rules relating to the Scheme

"Rustico Holdings Share Security Agreement" means the share security agreement dated 30 June 2011 between HMV Group plc and The Royal Bank of Scotland plc as Security Trustee

"Scheme" means the HMV Group Pension Scheme (formerly called the HMV Media Group Pension Scheme) governed by the Trust Deed and the Rules

"Secured Party" means each Finance Party, EMI as agent and trustee for the EMI Guarantors and HMV Group Pension Trustees Limited

"Security Agreements" means each of

- (A) the Existing Security Agreement,
- (B) the Security Agreement,
- (C) the Existing Irish Security Agreement,
- (D) the Guernsey Bank Account Security Agreement,
- (E) the Guernsey Share Security Agreement,
- (F) HMV Ireland Share Security Agreement,
- (G) New Irish Security Agreement, and
- (H) Rustico Holdings Share Security Agreement

"Security Cap" means £62,000,000 but as reduced by each payment made into the Scheme pursuant to clause 4.1 of the scheme apportionment arrangement between, amongst others, the Company and HMV Group Pension Trustees Limited dated 6 June 2011

"Security Document" means each of

- (A) the Security Agreements, and
- (B) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and "control" for this purpose means the

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HMV GROUP PLC (Company Number 03412290)

power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

"Transaction Document" means the deed of secured counter indemnity dated 28 March 1998 and made between HMV Group plc and EMI (on behalf of itself and the EMI Guarantors) (the EMI Counter Indemnity)

"Trust Deed" means the definitive trust deed dated 24 June 1998 establishing the Scheme with effect from 1 July 1998

"Warrantholder" means the Lenders (or their nominated Affiliates) who are to be issued Warrants in accordance with the provisions of the Warrant Instrument and the Credit Agreement

"Warrant Instrument" means the share warrant instrument by way of deed poll executed by the Company on 6 June 2011

"Warrants" means the warrants to subscribe for Ordinary Shares to be issued to the Warrantholders by the Company on the terms of Clause 26.5 (*Warrants*) of the Credit Agreement and more specifically the Warrant Instrument

Any reference to a **"Finance Document"**, **"Pension Document"**, **"Transaction Document"** or other document includes all amendments and supplements including supplements providing for further advances and the term **"amendment"** includes a supplement, novation, extension (whether of maturity or otherwise), restatement or re-enactment and any amendment providing for any increase in the amount of a facility or any additional facility, in each case however fundamental and whether or not more onerous, and **"amended"** is construed accordingly

Note (2):

1 The Real Properties specified in Schedule 2 (*Security Assets*) to the Security Agreement are as follows

HMV Music Limited

(A) The leasehold property known as 150 Oxford Street, London W1 comprised in title number NGL547665

(B) The leasehold property known as 44/46 Cornmarket Street, Oxford comprised in title number ON97693

HMV UK Limited

(C) The leasehold property known as HMV Unit MSUI The Pavilions Shopping Centre, 38 High Street, Birmingham comprised in title number WM 551894

(D) The leasehold property known as HMV, 12-15 Lion Yard, Cambridge comprised in title number CB19466

(E) The leasehold property known as Units 1, 2, 3, 4, 10, 11, 12 and 12A The Trocadero Centre, Piccadilly Circus, London W1 comprised in title number NGL728889

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HMV GROUP PLC (Company Number 03412290)

- (F) The leasehold property known as LSU15 The Trafford Centre, 136 Peel Avenue, Manchester comprised in title number GM847236
- (G) The leasehold property known as 90/100 Market Street, Manchester comprised in title number GM575768
- (H) The leasehold properties known as 43/43A Cornmarket Street, Oxford comprised in title number ON120638
- (I) The leasehold property known as 56/58 Above Bar Street, Southampton comprised in title number HP269279
- (J) The leasehold property known as HMV Unit U013, East Mall, Upper Level, Bluewater Shopping Centre, Kent comprised in title number K889929
- (K) The leasehold properties known as Units 68A and 68S The Metro Centre, Gateshead as more particularly described and comprised in a lease dated 26th September 1995 made between The Church Commissioners for England (1), HMV UK Limited (2) and Thorn EMI plc (3) and a supplemental lease dated 3 March 2003 made between CSC Metro Centre Limited (1) HMV UK Limited (2) and HMV Music Limited (3)
- (L) The leasehold property known as Unit 1/54 The Metro Centre, Gateshead as more particularly described and comprised in a lease dated 25th September 1995 made between The Church Commissioners for England (1), HMV UK Limited (2) and Thorn plc (3)
- (M) The leasehold property known as Unit 9 The Friary Shopping Centre, North Street, Guildford as more particularly described and comprised in a lease dated 23rd July 1996 made between Nonpareil Securities Limited (1), HMV UK Limited (2) and Thorn EMI Home Electronics (UK) Limited (3)
- (N) The leasehold property known as Unit 9a The Friary Shopping Centre, North Street, Guildford as more particularly described and comprised in a lease dated 25th November 1997 made between Nonpareil Securities Limited (1), HMV UK Limited (2) and EMI Group Home Electronics (UK) Limited (3)
- (O) The leasehold property known as 1 Victoria Walk, The Schofield Centre, Leeds comprised in title number WYK799616
- (P) The leasehold property known as 74/75 and Unit 78K (19 Acorn Walk), Central Milton Keynes Shopping Buildings, Milton Keynes as more particularly described and comprised in a lease dated 14 February 2003 made between Britel Fund Trustees Ltd and The Prudential Assurance Company Limited (1) and HMV UK Limited (2)

2 The "Specific Intellectual Property Rights" specified in Schedule 2 (*Security Assets*) to the Security Agreement are as follows

None

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HMV GROUP PLC (Company Number 03412290)

3 The Insurances specified in Schedule 2 (*Security Assets*) to the Security Agreement are as follows

Policy Type	Insured	Insurance Brokers / Insurers
Excess Public and Products/Umbrella Liability Insurance	HMV Group plc and Subsidiary Companies	SBJ Stephenson Limited
Global Commercial "All Risks"	HMV Group plc and Subsidiary Companies	SBJ Stephenson Limited
Collective "All Risks" Material Damage and Business Interruption Master Policy	HMV Group plc and Subsidiary Companies	Royal & Sun Alliance Insurance plc

4 The Subsidiaries listed against the name of each Chargor in Part 4 of Schedule 2 in the Security Agreement are as follows

Obligor	Subsidiary
HMV Group plc	HMV Music Limited
	HMV (IP) Limited
	Voice Retail Limited
	HMV UK Limited
	Fopp Entertainments Limited
HMV Music Limited	Fopp Entertainments Limited
	HMV UK Limited

Short particulars of all the property mortgaged or charged

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HMV GROUP PLC (Company Number 03412290)

Note (3): The Security Agreement provides that

1 Restrictions on Dealing

No Chargor may

(A) create or permit to subsist any Security Interest on any Security Asset, or

(B) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

2 Conversion of floating charge to a fixed charge

(A) The Security Trustee may (to the extent competent under applicable law) by notice to a Chargor convert the floating charge created by that Chargor under Subclause 2.6 of the Security Agreement into a fixed charge as regards any of that Chargor's assets specified in that notice, if

(i) an Event of Default is outstanding, or

(ii) the Security Trustee reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

(B) The floating charge created by Subclause 2.6 of the Security Agreement may not be converted into a fixed charge solely by reason of

(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

(C) The floating charge created by Subclause 2.6 of the Security Agreement will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator

(D) The floating charge created by Subclause 2.6 of the Security Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

For the purpose of this Note (3)

"Event of Default" has the meaning given to it in the Credit Agreement

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3412290
CHARGE NO. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
JUNE 2011 AND CREATED BY HVM GROUP PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR
TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 1 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2011

L.C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES